

STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS,

Board,

v.

VICTORIJA L. SMITH PEISTRUP, M.D.
Ballas Anesthesia, Inc.
3015 North Ballas Road
St. Louis, Missouri 63131

Licensee.

Case #: HA01017906

SETTLEMENT AGREEMENT

Comes now Victorija L. Smith Peistrup, M.D., (Licensee) and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving the question of whether Victorija L. Smith Peistrup's license as a physician or surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 1999.

1. Licensee acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing

commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in

the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to § 334.120, RSMo 1994, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Victorija L. Smith Peistrup, M.D., is licensed by the Board as a physician and surgeon, license number MDR5P21, which was first issued June 28, 1991.

Respondent's certificate of registration is current and active, and was current and active at all times mentioned herein.

3. On a random audit, the name of Victorija L. Smith, M.D., was selected to provide documentation for her continuing medical education (CME) credits for the year 1996.

4. On June 9, 1998, the Board sent a letter addressed to Victoria L. Smith, M.D., at her last known address at 4355 South National Avenue, #1006, Springfield, Missouri, 65801, advising her that her name had been selected in a random audit to provide documentation of her CME hours for 1996. The letter was returned, endorsed "return to sender" with a forwarding address of 3260 East Portland Street, Apt. 201, Springfield, Missouri, 65804-6929.

5. On December 28, 1998, a second letter was sent to Dr. Smith at 3260 East Portland Street, Apt. 201, Springfield, Missouri, 65804-6929, by certified mail #P 505 764 503. That letter was also returned endorsed "return to sender".

6. Dr. Smith did not notify the Board of her change of address.

7. Subsequently, Dr. Victorija L. Smith submitted a copy of her marriage certificate and requested a name change to Victorija Loraine Smith Peistrup.

8. On August 12, 1999, the Board attempted to contact Dr. Smith Piestrup at her current address at 3015 North Ballas Road, St. Louis, Missouri 63131.

9. On August 13, 1999, Dr. Smith Peistrup telephoned the Board concerning it's inquiry from the previous day. The Board advised Dr. Smith Peistrup of her

selection for participation in the random audit and requested documentation for her 1996 CME credits be provided by August 24, 1999. When advised of the Board's prior attempts to notify Dr. Smith Peistrup at the Springfield addresses, Dr. Smith Peistrup stated that she had not lived in Springfield, Missouri, since 1996.

10. Dr. Smith Peistrup did not comply with the Board request for documents by August 24, 1999, and was again contacted by telephone and requested to provide documentation for her 1996 CME hours.

11. On August 25, 1999, the Board received a letter from Dr. Smith Peistrup that asserted Dr. Smith Peistrup had attended grand rounds from August through December, 1996, to obtain her required CME hours. The letter did not include any documentation of her attendance at grand rounds in 1996.

12. Dr. Smith Peistrup never provided the Board with any documentation of CME hours obtained in 1996.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to § 334.100.2, RSMo Supp. 1999, which provides:

1. The board may refuse to issue or renew any certificate of registration or authority, permit or license required pursuant to this chapter for one or any combination of causes stated in subsection 2 of this section. The board shall notify the applicant in writing of the reasons for the refusal and shall advise the applicant of his right to file a complaint with the administrative hearing commission as provided by chapter 621, RSMo.

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

* * *

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:

* * *

(p) Failing to inform the board of the physician's current residence and business address;

* * *

(6) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

* * *

2. Missouri licensed physicians are required to retain records documenting CME for a minimum of three (3) years pursuant to 4 CSR 150-2.125(3) which provides in relevant part:

* * *

(3) Each licensee shall retain records documenting his/her attendance at and completion of the required

twenty-five (25) hours of continuing medical education for a minimum of three (3) years after the reporting period in which the continuing medical education was completed. The records shall document the titles of the courses taken, dates, locations, course sponsors, category of hours earned and number of hours earned. The board may conduct an audit of licensees to verify compliance with the continuing medical education requirement. Licensees shall assist the board in its audit by providing timely and complete responses to the board's inquiries.

* * *

3. Licensee's conduct in failing to inform the Board of her current residence and business address after leaving her Springfield address in 1996, as established by the foregoing facts, falls within the intendments of § 334.100.2(4)(p), RSMo Supp. 1999.

4. Cause exists for the Board to take disciplinary action against Licensees' licenses under Section 334.100.2(4)(p), RSMo Supp. 1999.

5. Licensee's conduct in failing to retain documentation of her CME hours for 1996 and her failure to cooperate with the Board's audit inquiry in a timely and complete manner, as established by the foregoing facts, violates 4 CSR 150-2.125(3) and therefore falls within the intendments of § 334.100.2(6), RSMo Supp. 1999.

6. Cause exists for the Board to take disciplinary action against Licensees' licenses under Section 334.100.2(6), RSMo Supp. 1999.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 1994. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The medical license, No. MDR5P21, issued to Licensee is hereby PUBLICLY REPRIMANDED.

2. During the disciplinary period, Licensee shall complete twenty-five (25) additional hours of Category I/II continuing medical education in addition to the hours required for renewal by the State Board of Registration for the Healing Arts by December 31, 2000. Licensee shall provide proof of attendance at the course or program within thirty (30) days of completing the course or program.

3. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

4. In the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the

Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

5. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.


B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

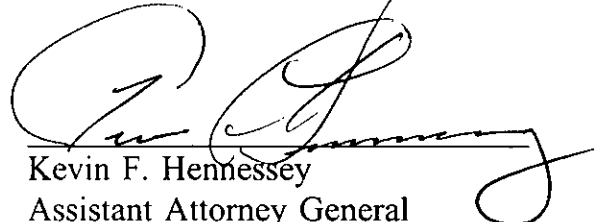
LICENSEE

Handwritten signature of William P. Pintney in black ink.

BOARD

Handwritten signature of Tina Steinman in black ink.
Tina Steinman, Executive Director

JEREMIAH W. (JAY) NIXON
Attorney General



Kevin F. Hennessey
Assistant Attorney General
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Attorneys for Board

EFFECTIVE THIS 5 DAY OF April, 2000.